



**Los Angeles County
Board of Supervisors**

October 08, 2013

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO TWO EXISTING EQUIPMENT
MAINTENANCE AND REPAIR SERVICES AGREEMENTS
(4th and 5th SUPERVISORIAL DISTRICTS)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

SUBJECT

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

Approval of amendments to two equipment maintenance and repair services Agreements at various Department of Health Services' facilities and request to delegate authority to execute as needed future amendments to these two Agreements.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 2 to Agreement H-703614 with Hologic, Inc. (Hologic), effective upon Board approval, to extend the term of the Agreement for the period of November 1, 2013 through October 31, 2018, for continued provision of equipment maintenance and repair services at Department of Health Services (DHS) facilities listed on Attachment A, with a five-year maximum obligation of \$610,000 through October 31, 2018.
2. Authorize the Director, or his designee, to execute Amendment No. 6 to Agreement H-700151 with Getinge USA, Inc. (Getinge), effective upon Board approval, to extend the term of the Agreement for the period of January 1, 2014 through December 31, 2016, for continued provision of maintenance and repair services of the sterilization systems at DHS facilities listed on Attachment A, with a three-year maximum obligation of \$182,220 through

*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*



www.dhs.lacounty.gov

December 31, 2016.

3. Delegate authority to the Director, or his designee, to amend the above mentioned Agreements to increase the total maximum obligation by no more than 25 percent above the annual maximum obligation of the first contract year of the extended term of each Agreement for a potential annual increase for Hologic of \$30,500 per year and a potential annual increase for Getinge of \$16,315 per year, in order to add equipment coming off warranty, to authorize and pay for repairs or maintenance for equipment that is excluded under the Agreement's basic maintenance services, and add equipment/services to additional DHS locations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Hologic

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with Hologic, substantially similar to Exhibit I, for the continued provision of equipment maintenance and repair services at Olive View-UCLA Medical Center (OV-UCLA MC) and Mid Valley Comprehensive Health Center (CHC). The Hologic mammography equipment provides three-dimensional images of a stationary compressed breast. It is used for breast cancer screening and diagnosis by helping to find cancers earlier, or to find cancers that may have been missed with traditional two-dimensional mammography alone.

The Contractor has agreed to not increase its current rates in return for the recommended five-year extension period.

Getinge

Approval of the second recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with Getinge, substantially similar to Exhibit II, for the continued provision of maintenance and repair services for Getinge sterilization systems used to disinfect patient care equipment at OV-UCLA MC, High Desert Multi-Service Ambulatory Care Center (HD MACC), and Rancho Los Amigos National Rehabilitation Center (RLANRC). An important goal of all health care treatments is preventing the spread of infections among patients and medical staff. The use of disinfection and sterilization systems such as the ones provided by Getinge is vital to safeguarding health, as well as avoiding the additional costs and problems that result from infections originating from treatment or care.

Due to increased labor cost for repairs and parts, especially at OV-UCLA MC whose equipment is more than 25 years old, Getinge was only willing to extend the Agreement if it received an increase of four percent in on its services rate. Further, the Getinge sterilization systems use proprietary software that only Getinge can service. Therefore, there is no potential alternative contractor to maintain this equipment. To ensure appropriate maintenance of this equipment DHS believes the recommended extension and the indicated price is the only viable option.

Delegated Authority

Approval of the third recommendation will allow the Director, or his designee, to increase the maximum obligation of each of the above Agreements up to 25 percent of the annual agreement maximum of the first contract year of the extension, if necessary, to add equipment coming off

warranty, to delete equipment no longer in service, to authorize and pay for repairs or maintenance for equipment that is excluded under the Agreement's basic maintenance services, and add equipment/services to additional DHS locations. In accordance with Board Policy 5.120, on September 24, 2013, DHS provided the Board, with a copy to Chief Executive Officer, the required two-week notice of intent to request a delegation of authority in excess of 10 percent.

The Joint Commission on the Accreditation of Healthcare Organizations (The Joint Commission) requires facilities to ensure routine preventative maintenance, timely repairs, and performance/safety testing of its equipment and to maintain patient safety. Therefore, this delegated authority is necessary to enable the Agreement to be amended timely to guarantee that the critical equipment is maintained appropriately, as well as to meet the requirements of The Joint Commission. Board policy generally allows delegated authority to increase the maximum obligation up to 10 percent. However, based on experience in recent years with several other equipment maintenance service agreements, DHS believes that requesting 25 percent for potential increases is appropriate since adding even a few pieces of equipment or an additional facility may require a significant funding increase.

The DHS facilities will only request that equipment, locations, or services be added if additional services are needed and funding is available in the facility's budget.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total five-year maximum obligation of Hologic is \$610,000. The total three-year maximum obligation for Getinge is \$182,220. The maximum obligation for each facility by Agreement is identified in Attachment A.

The total five-year potential increase under the 25 percent delegated authority for Hologic is \$152,500 and the total three-year potential increase for Getinge is \$48,945 and would be funded using existing resources.

Funding is included in DHS's Fiscal Year 2013-14 Final Budget and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Hologic

The Board approved an Agreement with Hologic on November 12, 2008 for the provision of maintenance and repair services of the mammography equipment, effective November 12, 2008 through October 31, 2013.

Getinge

The Board approved an Agreement with Getinge on June 17, 2003. Subsequent amendments extended the term through December 31, 2013. Under delegated authority, DHS added RLANRC to this Agreement on December 10, 2010. HD MACC will only utilize this Agreement for the first four months in 2014 because the Getinge equipment will not be used at the new MACC when it opens in Spring 2014.

Original Equipment Manufacturer (OEM)

Hologic and Getinge are the OEMs that use proprietary technology in their equipment to ensure the competitors cannot service the equipment or limit the availability of the parts to the 3rd party. When the warranty expires, the best option is to contract with the OEM to ensure that the equipment is maintained in accordance with equipment specifications. Another benefit to contracting with the OEM is the guarantee of faster access to OEM parts when repair services, especially for emergencies, are needed.

ALL AGREEMENTS

These Agreements are not subject to Proposition A because maintenance services on equipment with proprietary software cannot be provided by County staff. Further, this service is only needed on a part time and intermittent basis. Therefore, the Agreements are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

Exhibits I through II

County Counsel has reviewed and approved Exhibits I and II as to form.

CONTRACTING PROCESS

DHS has determined extending these existing maintenance agreements is advantageous to the County since Hologic and Getinge are the OEMs of the equipment to be serviced. OEMs use proprietary technology in their equipment to ensure that the competitors cannot service the equipment or limit the availability of parts to the third party. When the original equipment purchase warranty expires, the best option is to contract with the OEM to ensure the equipment is maintained in accordance with equipment specifications. Another benefit to contracting with OEM is the guarantee of faster access to OEM parts when repair services, especially for emergencies, are needed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to obtain ongoing critical equipment maintenance and repair services for facility operations.

The Honorable Board of Supervisors

10/8/2013

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Respectfully submitted,

A handwritten signature in black ink, reading "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:jc

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DEPARTMENT OF HEALTH SERVICES
Equipment Maintenance & Repair Services
Fiscal Year Summary

Hologic							
Facilities	Nov 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016	Jul 1, 2016 - Jun 30, 2017	Jul 1, 2017 - Jun 30, 2018	Jul 1, 2018 - Oct 31, 2018	Total Cost
OV-UCLA MC	\$56,000	\$84,000	\$84,000	\$84,000	\$84,000	\$28,000	\$420,000
Mid Valley CHC	\$25,333	\$38,000	\$38,000	\$38,000	\$38,000	\$12,667	\$190,000
Total - DHS	\$81,333	\$122,000	\$122,000	\$122,000	\$122,000	\$40,667	\$610,000

Getinge						
Facilities	Jan 1, 2014 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016	Jul 1, 2016 - Dec 31, 2016		Total Cost
OV-UCLA MC	\$26,415	\$52,829	\$52,829	\$26,415		\$158,487
HD MACC *	\$6,780	\$0	\$0	\$0		\$6,780
RLANRC	\$2,826	\$5,651	\$5,651	\$2,826		\$16,953
Total - DHS	\$36,020	\$58,480	\$58,480	\$29,240		\$182,220

* equipment at HD MACC will be removed as of 4/31/2014

Total DHS:	\$792,220
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MAMMOGRAPHY PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT
AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this ____ day of _____, 2013.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

HOLOGIC, INC.
(hereafter "Contractor").

Business Address:
35 Crosby Drive
Bedford, MA 01730

WHEREAS, reference is made to that certain document entitled, "MAMMOGRAPHY PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated November 12, 2008, and further identified as County Agreement No. H-703614 thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall commence and become effective upon execution.
2. Agreement, Paragraph 1, Term, shall be deleted in its entirety and replaced as follows:

“1. TERM:

A. The term of this Agreement shall commence on November 12, 2008, and shall continue in full force and effect to midnight October 31, 2018, unless sooner canceled or terminated as provided herein.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

C. The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in this Agreement, Paragraph 18, NOTICES, Subparagraph A(1)."

3. Agreement, Paragraph 4, Billing and Payment, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"A. County agrees to compensate Contractor in accordance with terms of this Agreement at the rates set forth in the Schedules (each applicable per its specified date) that have been formally attached and incorporated into this Agreement by written Amendment."

4. Agreement, Paragraph 5, Maximum Obligation of County, Subparagraphs B and C, shall be deleted in their entirety and replaced as follows:

"B. Between November 1, 2013 through October 31, 2018 the maximum obligation of County for all services provided hereunder shall not exceed Six Hundred Ten Thousand Dollars (\$610,000).

C. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services and professional services are needed, and may adjust the maximum obligation by no more than Thirty Thousand, Five Hundred Dollars (\$30,500) annually. In order to effectuate such a change a written amendment to the Agreement, which is formally approved by the parties, must be executed.

D. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in this Agreement, Paragraph 18, NOTICES, Subparagraph A(1)."

5. Agreement, Paragraph 8, General Insurance Requirements, shall be deleted in its entirety and replaced as follows:

“8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County as soon as reasonably possible, but no later than fifteen (15) days after Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division

313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said

breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

6. Agreement is modified to add STANDARD PROVISIONS, Paragraphs 49, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program, as follows:

"49. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206."

7. Agreement is modified to add STANDARD PROVISIONS, Paragraphs 50, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, as follows:

"50. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 49 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall

constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

8. Agreement is modified to add STANDARD PROVISIONS, Paragraphs 51, Background and Security Investigations, as follows:

“51. BACKGROUND AND SECURITY INVESTIGATIONS

51.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor’s staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

51.2 County may request that the Contractor’s staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor’s staff any information obtained through the County conducted background clearance.

51.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor’s staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

51.4 Disqualification, if any, of the Contractor’s staff, pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.”

9. Agreement, Exhibit A, Statement of Work, Paragraph 10, Billing and Payment, Subparagraph A, Subsection (1), shall be deleted in its entirety and replaced as follows:

“(1) Billings to County shall be submitted monthly in arrears in accordance with the rates set forth in the Schedules (each applicable per its specified date) that have been formally attached and incorporated into this Agreement by written Amendment.”

11. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

[illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

HOLOGIC, INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

Hologic, Inc.
Mammography Equipment Preventive Maintenance and Repair Services
Effective November 1, 2013 through October 31, 2018

Equipment Model	Serial Number	Service Type	No. of PMs	Hologic Listed Price	County Discounted Annual Price	Monthly Payment
OLIVE VIEW-UCLA MEDICAL CENTER						
Selenia Mobile	M	Platinum *	2	\$42,000	\$33,600	\$2,800
Selenia Acquisition Workstation Upgrade				\$15,000	\$0	\$0
Selenia Plastics **				\$500	\$400	\$33
SecurView DX	29808050294	Platinum	2	\$10,000	\$8,000	\$667
SecurView DX Firestorm Upgrade				\$25,000	\$0	\$0
SecurView DX	2980108B1609	Platinum	2	\$10,000	\$8,000	\$667
Multicare Platinum	31502040812	Gold	2	\$14,680	\$11,744	\$979
Multicare Platinum Image Optimization Upgrade				\$2,500	\$0	\$0
Mini C Arm System	09-0507-31	Gold	1	\$6,500	\$5,525	\$460
Olive View - Services					\$67,269	\$5,606
Reserve Funds***:					\$16,731	
Annual Maximum Obligation:					\$84,000	
MID-VALLEY COMPREHENSIVE HEALTH CENTER						
Selenia Mobile	M	Platinum	2	\$42,000	\$33,600	\$2,800
Selenia Acquisition Workstation Upgrade				\$15,000	\$0	\$0
Selenia Plastics				\$500	\$400	\$33
Mid Valley - Services					\$34,000	\$2,833
Reserve Funds:					\$4,000	
Annual Maximum Obligation:					\$38,000	
Total Services					\$101,269	
Total Reserve Funds:					\$20,731	
Total Annual Maximum Obligation:					\$122,000	

* Digital Mammography Services Plan - Platinum Service and Analog Mammography Services Plan - Gold Service are described in Exhibit A.

** Plastics Coverage provides replacement for all paddle plastics and face shields broken during the agreement coverage term. Includes five spare paddles to be shipped at the start of amendment.

Out-of-Scope Repair Hourly Rate (excluding travel time):	\$275 (Repairs commence after 5:30 p.m. til 9:00 a.m. and Saturday)
	\$350 (Repairs on Sunday & County holidays)

***Includes funding for labor and materials for the following equipment at end-of-life:

Fluoroscanner Port Mini C-Arm Premier 60000	6090232
Fluoroscanner Port Mini C-Arm Premier 60000	07-1103-05 CE

Hourly Labor Rate: \$190 (Weekdays 8:00 a.m. til 5:00 p.m.); Minimum charge of 2 hours (1 hour labor + 1 hour travel); Repairs requested outside of the aforementioned days and hours revert to the hourly rates listed above for Out-of-Scope Repair Hourly Rate.

PREVENTIVE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____, 2013.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

GETINGE USA, INC.
(hereafter "Contractor").

Business Address:
1777 East Henrietta Road
Rochester, NY 14623

WHEREAS, reference is made to that certain document entitled, "EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-700151 thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 18, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.
2. Agreement, Paragraph 1, Term, shall be deleted in its entirety and replaced as follows:

"1. TERM:

A. The term of this Agreement shall commence on June 17, 2003, and shall continue in full force and effect to midnight December 31, 2016, unless sooner canceled or terminated as provided herein.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.

C. The Contractor shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in this Agreement, Paragraph 20, Notices, Subparagraph A(1)."

3. Agreement, Paragraph 4, Billing and Payment, shall be deleted in its entirety and replaced as follows:

"A. County agrees to compensate Contractor in accordance with the terms of this Agreement at the rates set forth in the Schedules (each applicable per its specified date) that have been formally attached and incorporated into this Agreement by written Amendment.

B. Contractor shall bill Olive View-UCLA Medical Center (OLIVE VIEW), Attention: Materials Management, 14445 Olive View Drive, Sylmar, CA 91342 and Rancho Los Amigos National Rehabilitation Center (RANCHO), Attention: General Accounting, SSA Building Room 2208, 7601 E. Imperial Highway, Downey, CA 90242, according to the terms and conditions set forth in this Agreement, including but not limited to, this Paragraph 4, Billing and Payment, and Exhibit A-1, Statement of Work, Paragraph 6, Payment.

C. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address provided in this Agreement, Paragraph 20, NOTICES, Subparagraph A(1)."

4. Agreement, Paragraph 5, Maximum Obligation of County, Subparagraph H shall be deleted in its entirety and replaced as follows:

"H. Between January 1, 2014 through December 31, 2016, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Eighty-Two Thousand, Two Hundred Twenty Dollars (\$182,220).

5. Agreement, Paragraph 5, Maximum Obligation of County, shall be modified to add the following:

I. Between January 1, 2014 through December 31, 2016, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed, and may adjust the maximum obligation by no more than Sixteen Thousand Three Hundred and Fifteen Dollars (\$16,315) annually. In order to effectuate such a change a written amendment to the Agreement, which is formally approved by the parties, must be executed."

6. Agreement, Paragraph 10, General Insurance Requirements, shall be deleted in its entirety and replaced as follows:

"10. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 10 and 11 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured

retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or

any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

7. Agreement is modified to add ADITONAL PROVISIONS, Paragraphs 44, Background and Security Investigations, as follows:

"44. BACKGROUND AND SECURITY INVESTIGATIONS

44.1 At the discretion of the County, all Contractor staff performing work under this Agreement may be required to undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning

and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County may perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

44.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

44.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

44.4 Disqualification, if any, of the Contractor's staff, pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement."

8. Agreement is modified to add Schedule J, attached hereto and incorporated herein by reference. All references to a Schedule in this Agreement shall also include Schedule J.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

GETINGE USA, INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

SCHEDULE J

GETINGE USA, INC.

Equipment Maintenance and Repair Services
Effective January 1, 2014 through December 31, 2016

OLIVE VIEW-UCLA MEDICAL CENTER

	Location	Equipment	Model	Serial No.	PM Per Year	1/1/14 - 12/31/14	1/1/15 - 12/31/15	1/1/16 - 12/31/16
1	OR	Gravity Steam Sterilizer	3322	631941	4	\$3,276	\$3,276	\$3,276
2	CS	Vac Steam Sterilizer	4133	640031	4	\$7,688	\$7,688	\$7,688
3	CS	Vac Steam Sterilizer	4133	632495	4	\$7,688	\$7,688	\$7,688
4	Main Lab	Gravity Steam Sterilizer	3422	631861	4	\$8,343	\$8,343	\$8,343
5	CS	Cleaner	7936	852UNK	4	\$2,118	\$2,118	\$2,118
6	CS	Cleaner	7936	853UNK	4	\$2,118	\$2,118	\$2,118
7	CS	Clean/Disnf, Vaxjo	8666	SEV517003	4	\$4,794	\$4,794	\$4,794
8	CS	Clean/Disnf, Merc, C	7800	1011806-01	4	\$5,940	\$5,940	\$5,940
9	OR	Warming Cabinet	5520	W84039	4	\$1,191	\$1,191	\$1,191
10	OR	Warming Cabinet	5520	W84038	4	\$1,191	\$1,191	\$1,191
11	OR	Warming Cabinet	5520	W84040	4	\$1,191	\$1,191	\$1,191
12	CS	Clean/Disnf, Vaxjo	8666	W50028230	4	\$4,795	\$4,795	\$4,795
Invoiced at Quarterly Rate					\$12,583			
Olive View - Services Total						\$50,333	\$50,333	\$50,333
Reserve Funds for Out-of-Scope Repairs						\$2,496	\$2,496	\$2,496
Maximum Obligation						\$52,829	\$52,829	\$52,829

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

	Location	Equipment	Model	Serial No.	PM Per Year	1/1/14 - 12/31/14	1/1/15 - 12/31/15	1/1/16 - 12/31/16
1	OR 3/4	Sterilization, 17" Sm	433HC	08D08377	4	\$5,651	\$5,651	\$5,651
Invoiced at Quarterly Rate					\$1,413			
Rancho - Services Total						\$5,651	\$5,651	\$5,651
Reserve Funds for Out-of-Scope Repairs						\$0	\$0	\$0
Maximum Obligation						\$5,651	\$5,651	\$5,651

HIGH DESERT MULTI-SERVICE AMBULATORY CARE CENTER

	Location	Equipment	Model	Serial No.	PM Per Year	1/1/14 - 4/30/14 *
1	OR	Sterilization, 17" Sm	433HC	06G06964	4	\$1,529
2	Central	Steam Sterilizer, Unit II, 51"DD	633HC	08H08855	4	\$2,028
3	Central	Watts Pure Water HS, Osmosis Water Process	HS-2400PT	72400340	4	\$1,325
4	Central	Washer/Disinfector 46-4, Water Processor	46-4	SEV0743108	4	\$1,214
5	Central	Generator	CAS-45	GC-32568-008	4	\$684
High Desert - Services Total						\$6,780
Reserve Funds for Out-of-Scope Repairs						\$0
Maximum Obligation						\$6,780

* High Desert's equipment will be removed from the Agreement on 4/30/2014

Total for Preventive Maintenance and Repair Services						\$62,764	\$55,984	\$55,984
Reserve Funds for Out-of-Scope Repairs						\$2,496	\$2,496	\$2,496
Total Maximum Obligation						\$65,260	\$58,480	\$58,480

PM = preventive maintenance

Preferred Labor Rate: \$160.00 per hour

After-Hours Repair: 5:00 P.M. - 8:00 A.M. Monday through Saturday at 1.5 times of preferred labor rate

Emergency After-Hours Repair: Sundays and Holidays at 2 times of preferred labor rate